

**DECLARATION OF CONDOMINIUM OF
1647 & 1649 WEST BEACH BOULEVARD, A CONDOMINIUM**

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State of Alabama, Baldwin County
I certify this instrument was filed
and taxes collected on:

2001 February -23 8:10AM

Instrument Number	584122	Pages	32
Recording	96.00	Mortgage	
Deed		Min Tax	
Index		DP	1.00
Archive	3.00		
Adrian T. Johns, Judge of Probate			

584122

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Initial By-Laws of the Association

DECLARATION OF CONDOMINIUM

OF

1647 & 1649 WEST BEACH BOULEVARD, A CONDOMINIUM

THIS DECLARATION, made this 21st day of February, 2001, by WILLIAM C. COATS and GRETCHEN C. COATS, herein called the "DECLARANT" or "DEVELOPER," for themselves, their heirs, grantees and assigns.

RECITALS

1. The Developer is the fee simple Owner of that certain parcel of Real Property situated in the County of Baldwin, State of Alabama, hereinafter more particularly described, and has improved said Real Property in the manner set out herein.

2. The Developer proposes to establish a Condominium under the general laws of the State of Alabama and, by reference only, pursuant to the general provisions of the Alabama Uniform Condominium Act of 1991. No Offering Statement shall be required, and only two Units are created hereby. The Condominium shall be known as 1647 & 1649 West Beach Boulevard, a Condominium.

3. The Developer has developed the Condominium in a single phase.

4. The Condominium consists of two (2) buildings containing a total of two (2) Residential Units, together with access, parking and appurtenant facilities herein described.

NOW, THEREFORE, the Developer hereby makes the following Declaration:

DEFINITIONS

The terms used in this Declaration and in the By-Laws shall have the meanings stated in the Alabama Uniform Condominium Act of 1991, and as follows, unless the context otherwise requires:

1.01. "ACT" means the Alabama Uniform Condominium Act of 1991 Code of Alabama (1975), Section 35-8A-101, et seq.

1.02. "ARTICLES" means the Articles of Incorporation of the Association, recorded in the Office of the Judge of Probate of Baldwin County, Alabama.

1.03. "ASSESSMENT" means proportionate share of the funds required for the payment of the Common Elements which from time to time may be levied against each Unit Owner.

1.04. "ASSOCIATION" means 1647 & 1649 West Beach Boulevard Condominium Owners Association, Inc., an Alabama not for profit corporation, and its successors, and is the corporation organized under the ACT.

1.05. "BOARD" means the Board of Directors of the Association.

1.06. "BUILDING" means all structures or structural improvements located on the Real Property and forming part of the Condominium.

1.07. "BY-LAWS" means the duly adopted By-Laws of the Association, identified as Exhibit "C" attached hereto and made a part hereof as if set out fully herein.

1.08. "COMMON ELEMENTS" means the real property on which the driveway is located and the driveway.

1.09. "COMMON EXPENSES" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

1.10. "COMMON SURPLUS" means the excess of all receipts of the Association arising out of the Common Elements over the amount of the Common Expenses.

1.11. "CONDOMINIUM" means 1647 & 1649 West Beach Boulevard, a condominium, and consists of the Condominium Property submitted to the Condominium form of ownership by this Declaration.

1.12. "CONDOMINIUM DOCUMENTS" means the Declaration, By-Laws, Articles and any Rules and Regulations adopted by the Association, and all exhibits attached thereto, as the same may be amended from time to time.

1.13. "CONDOMINIUM PROPERTY" or "PROPERTY" means all property, both real, personal or mixed, which is submitted to the Condominium form of ownership as provided for herein and includes the Real Property and all improvements now existing or hereafter placed thereon and all easements, rights, interests or appurtenances thereto, and all personal property now or hereafter used in connection therewith.

1.14. "DECLARATION" means this Declaration of Condominium and any amendments thereto which may be made from time to time.

1.15. "DEVELOPER" means WILLIAM C. COATS and GRETCHEN C. COATS, their heirs and assigns.

1.16. "DEVELOPMENT" shall have the same meaning as "Condominium Property" or "Property."

1.17. "DEVELOPMENT RIGHTS" shall have the same meaning as is defined in the ACT and as set out in the Declaration.

1.18. "MEMBER" means a member of the Association; membership in which is confined to Unit Owners.

1.19. "MORTGAGEE" means any lender holding a mortgage or vendor's lien on any part or all of the Condominium Property.

1.20. "OCCUPANT" means a person or persons in possession of a Unit, regardless of whether that person is the Unit Owner.

1.21. "PERSONS" means a natural person, a corporation, a partnership, a limited partnership, a limited liability company, the Association, a Trustee or other legal entity.

1.22. "PLANS" mean the site plan, floor plans, and elevations of the Condominium prepared by an independent registered engineer or registered architect, which are marked Exhibit "B" and attached hereto and expressly made a part hereof as though fully set out herein. The Plans contain a certificate of completion executed by an independent registered engineer or registered architect in accordance with the ACT. The Plans contain a certification that the Plans contain all information required by the ACT.

1.23. "REAL PROPERTY" means the Real Property which is submitted to the Condominium form of ownership as provided for herein.

1.24. "SPECIAL DECLARANT RIGHTS" if any, shall have the same meaning as is defined in the ACT and as set out in the Declaration.

1.25. "UNIT" or "PRIVATE ELEMENT" shall have the same meaning as "Unit" as defined in the ACT. The Units are designated on the Plans.

1.26. "UNIT OWNER" means the Owner of a Unit.

1.27. "UTILITY SERVICES" shall include but not be limited to electrical power, gas, TV cable, garbage and sewage disposal.

When the context permits, use of the plural shall include the singular, use of the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

NAME

The name by which this Condominium is to be known is 1647 & 1649 West Beach Boulevard, a condominium. The Condominium is located 1647 and 1649 West Beach Boulevard, Gulf Shores, Alabama, 36542.

THE REAL PROPERTY

The Real Property owned by the Developer which is herewith submitted to the Condominium form of ownership is the parcel of land lying and being in Baldwin County, Alabama, along with the improvements situation thereon, and being more particularly described as follows:

Lot 23, Unit 6 of Gulf Shores, Alabama, according to plat thereof recorded in the Office of the Judge of Probate, Baldwin County, Alabama, in Map Book 4, Pages 38-39.

The Real Property is subject to the following:

- a) Zoning, planning, and other restrictions or regulations upon the use of the Real Property as may be imposed by the City of Gulf Shores, Alabama, or any other governmental authorities having jurisdiction over the Real Property.
- b) Any and all prior conveyances or reservations of mineral rights or minerals of any kind.
- c) Building setback line and drainage and utility line easements as shown on the recorded plat of said subdivision.
- d) Restrictive covenants relating to the use and occupancy of the property described hereinabove as set forth on the recorded plat of said subdivision, and all amendments thereto.
- e) Restrictive covenants relating to the use and occupancy of the property described hereinabove, whether express or implied, and all amendments thereto.
- f) Restrictions as recorded in Map Book 4, Pages 38-39, in the Office of the Judge of Probate, Baldwin County, Alabama.

The recording references refer to the records in the Office of the Judge of Probate of Baldwin County, Alabama, unless otherwise indicated.

Also, see the site plan attached as Exhibit "A."

PURPOSE

4.01. The Developer hereby submits the land described above together with all improvements, buildings, structures and all other permanent fixtures thereon, and all rights and privileges belonging or in any way pertaining thereto, to the Condominium form of

ownership under the general laws of the State of Alabama. For reference purposes only, the language of the "Alabama Uniform Condominium Act of 1991" Code of Alabama (1975), Section 35-8A-101, et seq., is used herein. However, only two Units are being created and the Developer does not elect to provide that the entire chapter of said ACT be applicable.

DEVELOPMENT PLAN

5.01. Plans. The improvements are substantially completed in accordance with the Plans, as evidenced by the Certificate of Completion executed by an independent registered architect or registered engineer.

5.02. Amendment. This Declaration may be not be amended by the Developer.

5.03. Agreement. Each Person or entity who shall acquire any Unit in the Condominium or interest in or lien upon any such Unit shall be deemed, by accepting a conveyance of or otherwise acquiring such Unit interest or lien, to have agreed and consented, within the meaning of this Declaration and of the ACT to be bound by the terms and provisions hereof.

5.04. Easements. Each of the following easements are reserved to the Association for the benefit of the Unit Owners, their guests and lessees and is a covenant running with the Real Property:

A. Utilities and Drainage. Easements are reserved throughout the Condominium Property as may be required for Utility Services and drainage in order to adequately serve the Condominium. Each Unit shall have an easement as may be required to drain the Condominium Property adequately. Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use all pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit.

B. Encroachments. If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the Common Elements as a result of the construction of any building, or if any such encroachment shall occur hereafter as a result of settling or shifting of any Building, a valid easement for the encroachment and for the maintenance of the same shall exist so long as such Building stands. In the event any Building, any Unit, any adjoining Unit or any adjoining Common Element shall be partially or totally destroyed as a result of fire, or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements due to such rebuilding, shall be permitted, and valid easements for such

encroachments and the maintenance thereof shall exist so long as such Building or Buildings shall stand.

C. Access. Each Unit shall have an easement for pedestrian traffic over, through, and across sidewalks, paths, walks, stairways, walkways and lanes, and light passage ways, as the same may from time to time exist in the Common Elements; and for ingress and egress over, through and across such portions of the Common Elements as may from time to time be paved and intended for such purposes.

5.05. General Description of Improvements. The condominium consists of two (2) residential buildings, frame construction on pilings over a slab. It has a total of approximately 2880 square feet, more or less, divided equally into two residential units, as shown on the plans, as Unit 1647 and Unit 1649. Each Unit is a four (4) bedroom, two (2) bath Unit containing kitchen and living areas, totaling 1440 square feet, more or less, with each Unit having two (2) decks totaling 526 square feet, more or less, and a ground floor storage area totaling 120 square feet.

5.06. Units. (Private Elements). Each Unit is assigned a name, Unit 1647 and Unit 1649, which is indicated on the Plans so that no Unit bears the same designation as any other Unit. The legal description of each Unit shall consist of the identifying name, as shown on the Plans, the name of the Condominium, the name of the County in which the Unit is situated, the name of the office in which this Declaration is recorded, and the Instrument Number where the first page of this Declaration is recorded. The description and location of the particular Units and the appurtenances are determined with the aid of the Plans. The Private Elements are all of the land and the improvements thereto excluding the driveway and the land which it is on which are Common Elements, as set forth on the plans. The Units shall include the following:

A. All foundations and footings, slabs, columns, beams and supports of the Building and such component parts of exterior walls, roofs, girders beams, supports, stairs and stairways, elevator, porches, balconies, terraces, decks, patios, entry walks and entry porches of any Unit.

B. Any patio, balcony, terrace or porch abutting each Condominium Residential Unit.

5.07. Unit Floor Plans. The floor plans are attached hereto as part of Exhibit "B."

5.08. Unit Ownership. Each Unit Owner shall be entitled to the exclusive ownership and possession of his Unit. Each Unit Owner shall have the unrestricted right of ingress and egress to his Unit, which right shall be an appurtenance to his Unit. The Private Elements of each unit are all of the land and the improvements thereto excluding the driveway and the land which it is on as set forth on the plans which are common elements.

5.09. Surfaces. A Unit Owner shall be deemed to own and shall have the exclusive right and duty to repair and maintain, paint, repaint, tile, wax, paper or otherwise finish and decorate the surfacing materials on the exterior and interior of all walls and the surfacing materials of the floors of his Unit; all window screens; and all appurtenant installations, including all pipes, ducts, wires, cables and conduits used in connection therewith, for services such as power, light, telephone, sewer, water, heat and air conditioning, whether located in the boundaries of the Unit or in common areas, which are for the exclusive use of the Unit; and all ceilings and partition walls. A Unit Owner shall have the exclusive right and duty to wash and keep clean the interior and exterior surfaces of windows and doors bounding his Unit.

5.10. Common Elements. Any right, title or interest in a Unit shall automatically carry with it as an appurtenance and without the necessity of specific reference thereto its respective undivided share of the Common Elements and a right to use the Common Elements in conjunction with the other Unit Owners. The Common Elements of the Condominium are the driveway and the land which it is on as set forth on the plans, and all other items listed as such in the ACT.

COMMON ELEMENTS

6.01. Ownership. The percentage of undivided interest of each Unit in the Common Elements is one-half (1/2) for each of the two (2) Unit Owners. The ownership interest in the Common Elements shall be an undivided interest, and except as provided in the ACT and this Declaration shall remain undivided. No Unit Owner shall bring any action for partition or division of the Common Elements. The ownership interest in the Common Elements shall not be conveyed, transferred, encumbered or otherwise affected separate from the ownership of the Unit, and any agreement to the contrary shall be void.

6.02. Use. Each Unit Owner shall have the right to use the Common Elements in conjunction with the Owners of other Units as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the Condominium Property. The right to use the Common Elements shall be subject to and governed by the provisions of the ACT, Condominium Documents and the By-Laws of the Association. In addition, the Association shall have the authority to lease, grant concessions or grant easements with respect to parts of the Common Elements subject to the provisions of the Declaration and By-Laws.

6.03. Unit Owners' Obligations. Each Unit Owner shall be assessed and is individually liable for the maintenance, upkeep, repairs and replacement of the common elements of the condominium (the driveway and the land the driveway is on) which are located on a particular Unit Owner's side of an imaginary line drawn between the two Units whereby said line would run from the center of the North property line in a Southerly direction equal distances between the East and West Property lines as said property lines are set forth on that certain survey dated January 10, 2001, by Rabe Surveying, attached hereto as Exhibit "A", with this line being

extended to the front and rear lot lines of the condominium property. In the event an Owner of any Unit in the condominium property shall fail to perform his obligations as provided for herein, the other Unit Owner shall have the right to submit the issue for arbitration as set forth in Paragraph 7.12 below.

6.04. Late Payment of Assessments. Assessments for Common Expenses and installments thereon, paid on or before fifteen (15) days after the date when due shall bear no interest, but all sums not paid on or before fifteen (15) days after the date when due shall bear such late charges, penalties, interest and other costs and expenses, at the maximum legal rate, unless otherwise set by the Board, together with all expenses, including Attorney's fees incurred by the Association in any undertaking to collect such unpaid Assessments and expenses. All payment upon account shall be first applied to such late charges, penalties, interests and other costs and expenses, including Attorney's fees, and then to the Assessment payment due. The Association may, in the manner provided for in the By-Laws, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, By-Laws and any Rules and Regulations of the Association.

6.05. Liens for Assessments. The Association is hereby granted a lien upon each Unit and its appurtenant undivided interest in Common Elements and upon the goods, furniture and effects belonging to the Unit Owner and located in such Unit, which lien shall secure and does secure the moneys due for all Assessments now or hereafter levied or subject to being levied against the Unit Owner which lien shall also secure such late charges, penalties and interest, if any, which may be due on the amount of any delinquent Assessment owing to the Association, and which lien shall also secure all costs and expenses, including a reasonable attorney's fees, which may be incurred by the Association in enforcing this lien upon said Unit and its appurtenant undivided interest in the Common Elements.

6.06. Priority of Lien. The Association shall have a lien for nonpayment of Common Expenses as is provided by the ACT. In any suit for the foreclosure of a lien for Assessments, the Association shall be entitled to rental from the Unit Owner from the date on which the payment of any Assessment or installment thereof becomes delinquent and shall be entitled to the appointment of a receiver for said Unit, without thirty (30) days' notice to the Unit Owner. The rental required to be paid shall be equal to the rental charged on comparable type of dwelling Units in the area in which the Condominium is located. The lien granted to the Association shall further secure such advances for taxes and other payments which may be required to be advanced or paid by the Association in order to preserve and protect its lien, and the Association shall further be entitled to interest at a rate set by the Board of the Association but in no case shall said interest exceed the maximum legal rate on any such advances made for such purposes. All Persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any Unit, or who may be given or acquire a mortgage, lien or other encumbrance thereon, are hereby placed on notice of the lien granted to the Association. A lien for Common Expenses shall not be affected by any sale or transfer of a Unit, except as herein provided. A sale or transfer pursuant to a foreclosure of a first

mortgage or first vendor's lien shall extinguish a subordinate lien for Assessments which became payable prior to such sale or transfer; Provided, however, a sale or transfer pursuant to a foreclosure of a first mortgage or first vendor's lien shall not extinguish the lien of the Association to the extent of the Common Expense Assessments based on the periodic budget adopted by the Association pursuant to the ACT which would have become due in the absence of acceleration during the six (6) months immediately preceding the institution of an action to enforce the lien. However, any such delinquent Assessments which were extinguished pursuant to the foregoing provision may be reallocated and assessed to all of the Units as a Common Expense. Any such sale or transfer pursuant to foreclosure does not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any Assessments made thereafter.

6.07. Disposition of Surplus. Each Unit shall carry with it a proportionate share of Common Surplus, and the proportionate share of Common Surplus shall be the same ratio as that Unit Owner's percentage ownership of the Common Elements; or in the alternative, such surplus or any portion thereof may be added to a reserve fund for maintenance, repair and replacement of the Common Elements, at the sole discretion of the Association.

THE ASSOCIATION

7.01. Powers and Duties. The operation and administration of the Condominium shall be by the Association of the Unit Owners, pursuant to the provisions of the ACT. The Association shall be a not for profit Alabama corporation incorporated by Articles of Incorporation recorded in the Office of the Judge of Probate of Baldwin County, Alabama. The Association shall have all its rights and authority as set out in the Act and Code of Alabama (1975), Section 10-8A-1, et seq.

7.02. Name. The name of the Association shall be 1647 & 1649 West Beach Boulevard Owners Association, Inc.

7.03. Members. Each Unit Owner shall be a Member of the Association so long as he is a Unit Owner. A Unit Owner's membership shall immediately terminate when he ceases to be a Unit Owner. The membership of a Unit Owner cannot be assigned or transferred in any manner except as an appurtenance to his Unit.

7.04. Voting Rights. Each Unit shall be entitled to one (1) vote, which vote is not divisible.

7.05. Designation of Voting Representative. In the event a Unit is owned by one (1) Person, his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one (1) Person, the Person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record Owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, limited liability company,

partnership or limited partnership, the officer, employee or individual entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by the president or vice president and attested by the secretary or assistant secretary of the corporation (in the case of a corporation), managing member (in the case of a limited liability company) or by the general partner or partners if more than one (in the case of a partnership or limited partnership), which certificate shall be filed with the Secretary of the Association. If such a certificate is not on file with the Secretary of the Association for a Unit owned by more than (1) Person or by a corporation, partnership or limited partnership, the membership or vote of the Unit concerned may be cast in accordance with the ACT. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned is effected. A certificate designating the Person entitled to cast the vote of a Unit may be revoked by any Owner thereof.

7.06. Restraint Upon Assignment of Shares in Assets. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

7.07. Board of Directors. The affairs of the Association shall be conducted by a Board of Directors which shall consist of the two (2) members of the Association.

7.08. Indemnification. Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, or any settlement thereof, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

7.09. Limitation of Liability. Notwithstanding any liability of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable for injury or damage caused by a latent condition of any Property to be maintained and repaired by the Association nor for injury or damage caused by the elements, or other Owners or Persons.

7.10. By-Laws. The Association and its Members shall be governed by the By-Laws.

7.11. Reserves for Replacements. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Elements. The fund shall be maintained out of regular Assessments for Common Expenses.

7.12. Arbitration: The By-Laws of the Association shall provide decisions to be made by lot or, alternatively, for binding arbitration in the event of a dead-lock among the Directors concerning all matters except the purchase of a Unit by the Association.

MAINTENANCE

8.01. Maintenance by the Association. The Association is responsible for maintenance, repair and replacement of the Common Elements, subject to the provisions of Paragraph 6.03 above.

8.02. Maintenance by Unit Owner. Each Unit Owner is responsible for the maintenance, repair and replacement of his Unit.

8.03. Addition, Alteration and Improvement of the Common Elements. Except as may be provided by the ACT, there shall be no addition, alteration, change or further improvement of Common Elements without prior approval of the Association.

8.04. Unit Owner's Covenants. Each Unit Owner covenants and agrees as follows:

A. To perform all maintenance, repairs and replacements that are the Unit Owner's obligations under this Declaration and the ACT.

B. To pay for all the Unit Owner's utilities, including electricity, gas and telephone used within the Unit and all taxes levied against the Unit Owner's Unit.

C. Not to make, or cause to be made, any repairs to any plumbing, heating, ventilation or air conditioning systems located outside the Unit Owner's Unit but required to be maintained by the Unit Owner pursuant to the provisions hereof, except by licensed plumbers or electricians authorized to do such work by the Association or its agent.

D. Not to make any addition or alteration to a Unit or to the Common Elements or to do any act that would repair the structural soundness or safety of any part of the Condominium Property. Structural alterations within a Unit may be made only with the written consent of the Association.

F. To allow the Association, its delegates, agents or employees at all reasonable times to enter into any Unit for the purpose of maintaining, inspecting, repairing or replacing Common Elements or for repairing, maintaining or replacing any plumbing, heating, ventilation or air conditioning system located within such Unit but serving other parts of the Condominium Property; or to determine, in case of emergency, the circumstances threatening Units or Common Elements and to correct the same; or, to determine compliance with the provisions of the Condominium Documents.

G. To promptly report to the Association any defects or needed repairs for which the Association is responsible.

H. To reimburse the Association for any repairs or replacements which are made necessary because of abuse or negligent use by a Unit Owner of the Condominium Property, the cost of such repair or replacement may be assessed against such Unit Owner.

I. To comply with all of the obligations of a Unit Owner under the ACT.

8.05. Contracts for Maintenance. The Association may enter into a contract with any firm, Person or corporation, or may join with other entities in contracting for the maintenance and repair of the Condominium Property, and may delegate to such agent all or any portion of the powers and duties of the Association, except such as are specifically required by the Condominium Documents to have the approval of the Members of the Association.

INSURANCE

9.01. Owner.

A. Public Liability Insurance. Each Owner shall obtain, maintain and pay for comprehensive public liability insurance on his or her interest in the Condominium Property with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limits covering the activities of such Unit Owner on or about the condominium property. The Association may, from time to time, increase minimum limit required of all Owners. The deductibles allowed on said insurance shall be in an amount approved by the Association. Each comprehensive public liability insurance policy shall name the Association, Declarant and any management company as additional insured under said policy.

B. Hazard Insurance. Each Unit Owner shall be and is hereby deemed responsible for maintaining sufficient hazard insurance on his or her Unit so as to provide replacement value thereof (or in such amounts as may be reasonably obtained) in the event of a casualty, including, without limitation: (i) loss or damage by fire and other hazards covered by a standard extended coverage endorsement; (ii) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to, vandalism, malicious mischief and windstorm; and (iii) flood insurance, if required and if it can reasonably be obtained.

C. Required Coverage. The insurance obtained shall insure not merely the private elements of a Unit but also the common elements of the condominium which are located on a particular Unit Owner's side of an imaginary line drawn between the two Units whereby said line would run from the center of the North property line in a Southerly direction equal distances between the East and West Property lines as said property lines are set forth on that certain survey dated January 10, 2001, by Raber Surveying, attached hereto as Exhibit "A", with this line being extended to the front and rear lot lines of the condominium property. Each Unit Owner shall provide the Association with evidence that such insurance is in full force and

effect. In the event an Owner of any Unit in the condominium property shall fail to maintain sufficient insurance as provided for herein, the other Unit Owner shall have the right to submit the issue for arbitration as set forth in Paragraph 7.12 above.

D. Miscellaneous. All insurance policies provided for in this Article IX shall include, however, provisions waiving (i) any right of the insured to subrogation claims against the Association and against the other Unit Owner, as well as their agents, servants, employees and guests; and (ii) any right of the insurer to contribution or proration because of a master hazard policy.

9.02. Reconstruction or Repair After Casualty. In the Event of the damage or destruction of all or part of the improvements on a Unit and the Common Elements as set forth in the preceding section, the Unit Owner shall be responsible for the prompt reconstruction and repair of the improvements after such casualty; provided that should the Unit Owner fail to repair or replace the improvements within a reasonable period, the other Unit Owner shall have the right to submit the issue for arbitration as set forth in Paragraph 7.12 above.

RECONSTRUCTION OR REPAIR AFTER CASUALTY

10.01. Determination to Reconstruct or Repair. Any portion of the Condominium for which insurance is required under this Declaration for which it is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- A. The Condominium is terminated in accordance with the ACT;
- B. Repair or replacement would be illegal under any state or local statute or ordinance covering health or safety; or
- C. The Unit Owners agree not to rebuild. The cost of repair or replacement of a Common Element in excess of insurance proceeds in reserves is a Common Expense as provided in this Declaration.

10.02. Plans. Any reconstruction or repair must be substantially in accordance with the ACT and in accordance with the Plans for the original improvements or as the Condominium Property was last constructed; or if not, then according to Plans approved by the Board of Directors of the Association and by one hundred percent (100%) of the Unit Owners.

10.03. Responsibility. If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty.

10.04. Estimate of Cost. Immediately after a casualty causing damage to the Condominium Property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

EMINENT DOMAIN

11.01. Proceeds. The taking of a portion of a Unit or of the Common Elements by eminent domain shall be deemed to be a casualty and the determination as to whether the Condominium will be reconstructed or repaired or continued after condemnation will be determined in the manner provided for in the ACT.

11.02. Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the condemnation awards will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided in this Declaration for the distribution of insurance proceeds if the Condominium is terminated after damage to the Common Elements. If the Condominium is not terminated after condemnation, the size of the Condominium Property will be reduced and the Property damaged by the taking will be made usable in the manner provided by the ACT and as provided below. The proceeds of such award shall be used for these purposes and shall be disbursed in the manner provided for the disbursement of funds by the Association after damage to the Common Elements.

11.03. Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

A. Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, and the Owner of the Unit does not within a reasonable period of time provide the additional funds required for restoration, such additional funds may, in the discretion of the Board of Directors, be extended for restoration by the Association and be assessed against the Unit Owner as an Assessment.

B. Distribution of Surplus. The balance of the award, if any, shall be distributed to the Owner of the Unit and to any first Mortgagee of a Unit, the remittance being made payable jointly to the Unit Owner and any such first Mortgagee.

11.04. Unit Made Unhabitable. If the taking is of the entire Unit, or so reduces the size of the Unit that it cannot be used practically or lawfully for any purpose permitted by the Declaration, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

A. Payment of Award. The award shall be paid first to any first Mortgagee in an amount sufficient to pay off its mortgage on such Unit; and then jointly to the Unit Owner and other Mortgagees of the Unit in an amount not to exceed the market value of the Condominium parcel immediately prior to the taking as diminished by any sums from the award previously reserved for any first Mortgagee; and then the balance, if any, then to the repairing and replacing of the Common Elements damaged by the taking, and then to the Unit Owner of the taken Unit.

B. Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in condition for use by all of the Unit Owners in the manner approved by the Board of Directors; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required in this Declaration for further improvement of the Common Elements.

C. Adjustment of Shares in Common Elements, Common Expenses, and Common Surplus. The shares in the Common Elements, the Common Expenses, and the Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the other shares among the reduced number of Unit Owners. This adjustment shall be done by restating said share of the continuing Unit Owners as percentages aggregating one hundred percent (100%) so that the shares appurtenant to the Units of the continuing Owners shall be in the same proportions to each other as before the adjustment.

D. Assessments. If the balance of the award (after payments to the Unit Owner and such Owners' Mortgagees as above provided) for the taking is not sufficient to finance the alteration of the remaining portion of the Unit for use as part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. Such Assessments shall be made in proportion to the shares of those Unit Owners in the Common Elements after the changes effected by the taking.

E. Arbitration. If the market value of a Condominium parcel prior to the taking cannot be determined by agreement between the Unit Owners, Mortgagees of the Unit, and the Association within thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination on an average of their appraisals of the Condominium parcels; and a judgment of specific performance on the decision rendered by the arbitrators may be entered into any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Owners of Units prior to the taking in proportion to the shares of the Owners in the Common Elements as they exist prior to the changes effected by the taking.

11.05. Taking of Common Elements. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors; provided that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner required elsewhere in this Declaration for further improvement of the Common Elements. The balance of the awards for the taking of the Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements, after adjustment of

these shares on account of the condemnation, except that if a Condominium parcel is encumbered by a first mortgage, the distribution shall be paid jointly to the Owner and the first Mortgagee of the Condominium parcel.

11.06. Conflict with Act. If there is any conflict with the provisions of this Article and the ACT, the provisions of the ACT shall control.

USE RESTRICTIONS

The use of the Condominium Property shall be in accordance with the provisions of this Declaration and with the following provisions so long as the Condominium exists.

12.01. Units.

Each Condominium Residential Unit shall be occupied and used by a family, their employees and guests only as a residence, second home or rental property, and for the furnishing of services and facilities herein provided for the enjoyment of such residence. The foregoing restrictions as to residence, however, shall not be construed in such manner as to prohibit a Unit Owner from:

- (1) Maintaining his personal professional libraries;
- (2) Keeping his personal business or professional records or accounts;
- (3) Handling his personal business or professional telephone calls or correspondence.

Such uses are declared expressly customarily incidental to the principal residential use and not in violation of said restrictions.

12.02. Miscellaneous Restrictions.

A. Nothing shall be stored in or upon the Common Elements without prior consent of the Board except as otherwise herein expressly provided;

B. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in or on the Common Elements which will result in the cancellation of insurance of any Unit or any part of the Common Elements or which will be in violation of any law.

C. No waste shall be committed in or on the Common Elements.

D. Each Unit Owner shall provide and maintain garbage and trash receptacles as may be directed by the Board, and all garbage and trash shall be kept in said receptacles.

E. No Unit Owner or occupant shall disturb or annoy other occupants of the Condominium Property nor shall any occupant or Unit Owner commit or permit any nuisance, noxious, offensive, immoral or illegal act in his Unit or on the Property.

12.03. Pets. The By-Laws shall provide that only Owners may keep pets. No animals shall be kept for commercial purposes nor be allowed to create or cause any disturbance or nuisance of any kind.

12.04. Employees. No employee, customer or patron of a Unit Owner shall be allowed either to use any of the facilities which are Common Elements of the Condominium Property or to use any of the Property owned or operated by the Association, unless such person is also either a house guest or tenant of the Unit Owner.

12.05. Use of Common Elements. The Common Elements shall be used in accordance with this Declaration and only by the Unit Owners and their agents, tenants, family members, invitees and licensees for access, ingress to and egress from the respective Units and for such other purposes incidental to the use of the Units. However, other areas designated for a specific use shall be used for the purposes approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner, and shall be subject to any lease, concession or easement, presently in existence or entered into by the Board at some future time, affecting any part or all of said Common Elements.

12.06. Unrestricted Right of Transfer. The right of a Unit Owner to sell, transfer or otherwise convey his Unit shall not be subject to any right of first refusal or similar restriction, except as the Unit Owners may otherwise agree among themselves.

12.07. Leases. Entire Units may be leased by the Unit Owners; provided, however, that such lease and the rights of any tenant thereunder are hereby made expressly subject to the power of the Association to prescribe reasonable Rules and Regulations relating to the lease and rental of Units (including a minimum or maximum rental period) and to enforce the same directly against such tenant or other occupant by the exercise of such remedies as the Board deems appropriate, including eviction. No individual rooms may be rented.

12.08. Regulations. Reasonable regulations concerning the use of the Condominium Property may be made by the Board.

12.09. Parking. At least one (1) automobile parking space shall be made available to each Unit Owner.

12.10. No Restrictions on Mortgaging Units. Anything construed in any of the Condominium Documents to the contrary, there shall be no restrictions on the right of a Unit Owner to mortgage his Unit.

AMENDMENT

This Declaration and the By-Laws of the Association may be amended by unanimous consent of the Unit Owners.

NOTICE OF LIEN ON UNIT

14.01. Notice of Lien. A Unit Owner shall give notice in writing to the Owner of the other Unit of every lien on his Condominium Unit, other than liens for first mortgages, taxes and special Assessments, within five (5) days after he receives notice of the attaching of the lien.

14.02. Notice of Suit. A Unit Owner shall give notice in writing to the Owner of the other Unit of every suit or other proceeding that may affect the title to his Condominium Unit, with such notice to be given within five (5) days after the Unit Owner obtains knowledge thereof.

TERMINATION

The termination of the Condominium may be effected in accordance with the provisions of the Act and by agreement of all Unit Owners of Units. The agreement shall be evidenced by a written instrument executed in the manner required for a deed and recorded in the public records of Baldwin County, Alabama. After termination of the Condominium the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares.

COVENANT AGAINST PARTITION

There shall be no judicial or other partition of the Condominium Property or any part thereof, nor shall Developer or any Person acquiring any interest in the Property, or any part thereof, seek any such partition unless the Property has been removed from the provisions of the Act.

MISCELLANEOUS

17.01. Intent. It is the intent of the Developer to create a Condominium pursuant to the general provisions of the Act. In the event that the Condominium created by this Declaration shall fail in any respect to comply with the Act, then the common law as the same exists on the filing date of this Declaration shall control, and the Condominium hereby created shall be

governed in accordance with the laws of the State of Alabama, the By-Laws, the Articles and all other instruments and exhibits attached to or made a part of this Declaration.

17.02. Covenants, Conditions and Restrictions. All provisions of the Condominium Documents shall, to the extent applicable and unless otherwise expressly therein provided to the contrary, be perpetual and be construed to be covenants running with the land and with every part thereof and interest therein; and all of the provisions of the Condominium Documents shall be binding on and inure to the benefit of any Owner of all or any part thereof, or interest therein, and his heirs, executors, administrators, legal representative, successors and assigns, but said provisions are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All Unit Owners and Occupants shall be subject to and shall comply with the provisions of the Condominium Documents and any Rules and Regulations promulgated thereunder.

17.03. Severability. The invalidity in whole or in part of any covenant or restriction or any paragraph, subparagraph, sentence, clause, phrase, word or other provision of this Declaration, the Articles, the By-Laws, any Rules and Regulations of the Association promulgated pursuant thereto, and any exhibits attached hereto, as the same may be amended from time to time, or the Act or the invalidity in whole or in part of the application of any such covenant, restriction, paragraph, subparagraph, sentence, clause, phrase, word or other provision shall not affect the remaining portion thereof.

17.04. Notice. The following provisions shall govern the construction of the Condominium Documents, except as may be specifically provided to the contrary herein: All notices required or desired under the Condominium Documents to be sent to the Association may be designated from time to time by notice in writing to all Unit Owners. Except as provided specifically to the contrary in the Act, all notices to any Unit Owner shall be delivered in person or sent by first-class mail to the address of such Unit Owner at the Condominium, or to such other address as he may have designated from time to time, in a writing to the Association. Proof of such mailing or personal delivery to a Unit Owner by the Association may be provided by the affidavit of the Person or by a Post Office certificate of mailing. All notices to the Association of a Unit Owner shall be deemed to have been given when delivered to the addressee in person or by a Post Office certificate of mailing.

17.05. Governing Law. Should any dispute or litigation arising between any of the parties whose rights or duties are affected or determined by the Condominium Documents, then such dispute or litigation shall be governed by the laws of the State of Alabama, except that it is expressly agreed that the subject matter of this declaration involves or affects interstate commerce and the arbitration provisions contained herein shall be binding on the Association and Unit Owners.

17.06. Waiver. No provisions contained in the Condominium Documents shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

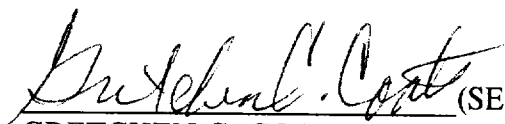
17.07. Ratification. Each Unit Owner, by reason of having acquired ownership of his Condominium Parcel, whether by purchase, gift, operation of law or otherwise, shall be deemed to have acknowledged and agreed that all the provisions of the Condominium Documents and any Rules and Regulations promulgated thereunder are fair and reasonable in all material respects.

17.08. Captions. The captions used in the Condominium Documents are inserted solely as a matter of convenience and reference and shall not be relied on and/or used in construing the effect or meaning of any of the text of the Condominium Documents.

17.09. Costs and Attorney's fees. In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorney's fees as may be awarded by the Court.

IN WITNESS WHEREOF, WILLIAM C. COATS and GRETCHEN C. COATS, have caused this instrument to be properly executed on this the 21st day of February, 2001.


WILLIAM C. COATS (SEAL)


GRETCHEN C. COATS (SEAL)

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Dee Dichiana, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that WILLIAM C. COATS, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 21st day of February, 2001.


Notary Public

My Commission Expires: 4-30-01

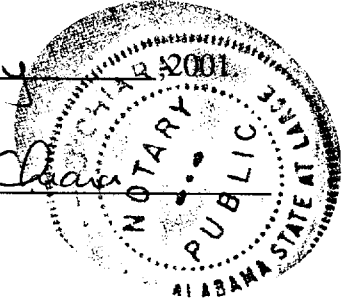
STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Dee D. Chiara, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that GRETCHEN C. COATS, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 21st day of February

Dee D. Chiara
Notary Public



My Commission Expires: 4-30-01

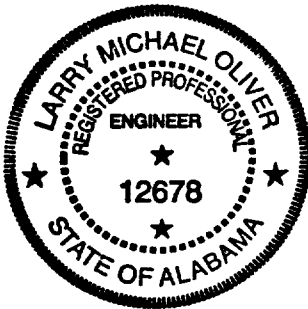
THIS INSTRUMENT PREPARED BY:

Jule R. Herbert Jr.
Jule R. Herbert Jr., P. C.
Attorney at Law
P O Drawer 3889
Gulf Shores AL 36547
(334) 968-4764

①

CERTIFICATION

I, the undersigned, LARRY M. OLIVER, a Certified Engineer in the State of Alabama, Registration Number 12678, hereby certify that the PLANS labeled Exhibit "B- 1 " through "B- 5 ," inclusive, attached to and made a part of the Declaration of Condominium of 1647 & 1649 West Beach Boulevard, a condominium, show the layout, location, Unit numbers and dimensions of the Units and the improvements. I further certify that the PLANS show the dimensions of the improvements and the Units "as-built" and that the improvements shown on the PLANS are substantially complete. I further certify that to the best of my knowledge and belief, the PLANS contain all of the information required by Code of Alabama (1975) §35-8A-209.



Larry M. Oliver
State of Alabama Certified Engineer
Registration Number: 12678

Date: 2-5-01

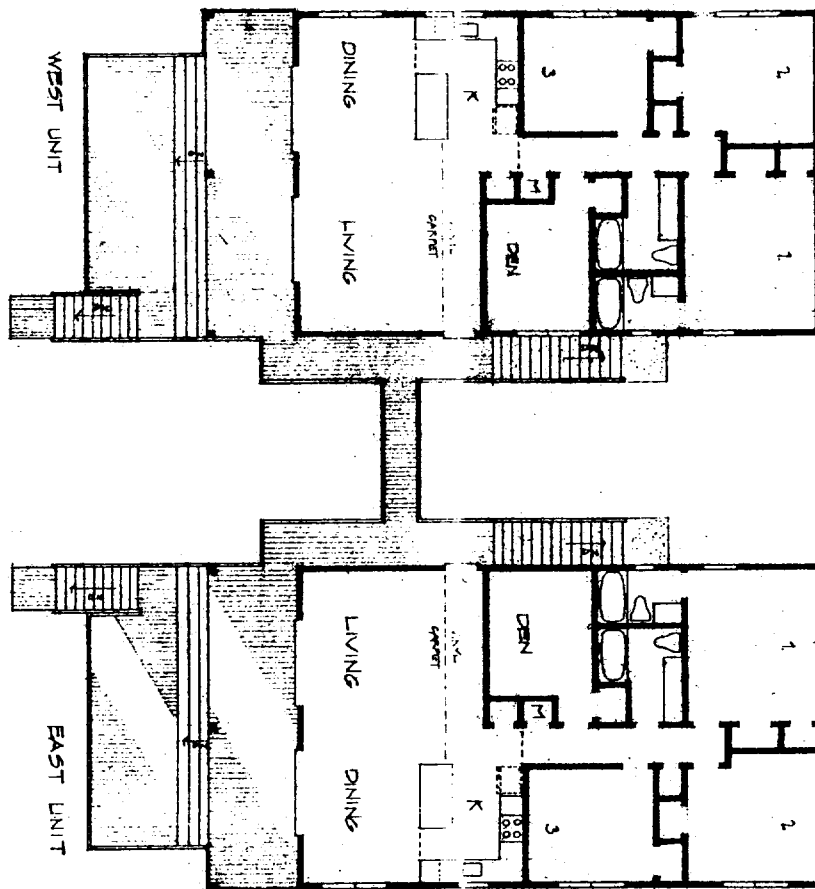
Subscribed and sworn to before me, this 05 day of February, 2001.

Amber N. Orso
Notary Public

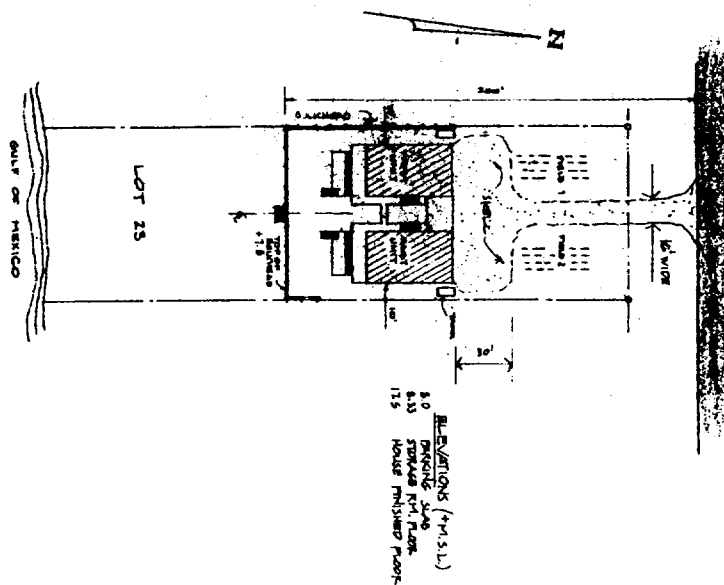
My Commission Expires:
AMBER N. ORSO
Notary Public, All State At Large
My Comm. Expires Sept. 29, 2003



EXHIBIT "B"



FLOOR PLANS
1/8" = 1'-0"

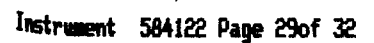


SITE PLAN
1" = 50'

RAINES CONSTRUCTION & DESIGN			
GULF SHORES, ALABAMA			
RENTAL UNIT	FILE	PROJECT #	4-17-80
MR. & MRS. WILLIAM S. COATS			
GULF SHORES, ALABAMA			
DATE	1-28-80	REVISIONS	1 OF 5

* SHEETS 1, 2, 3 REV. 4-8-80

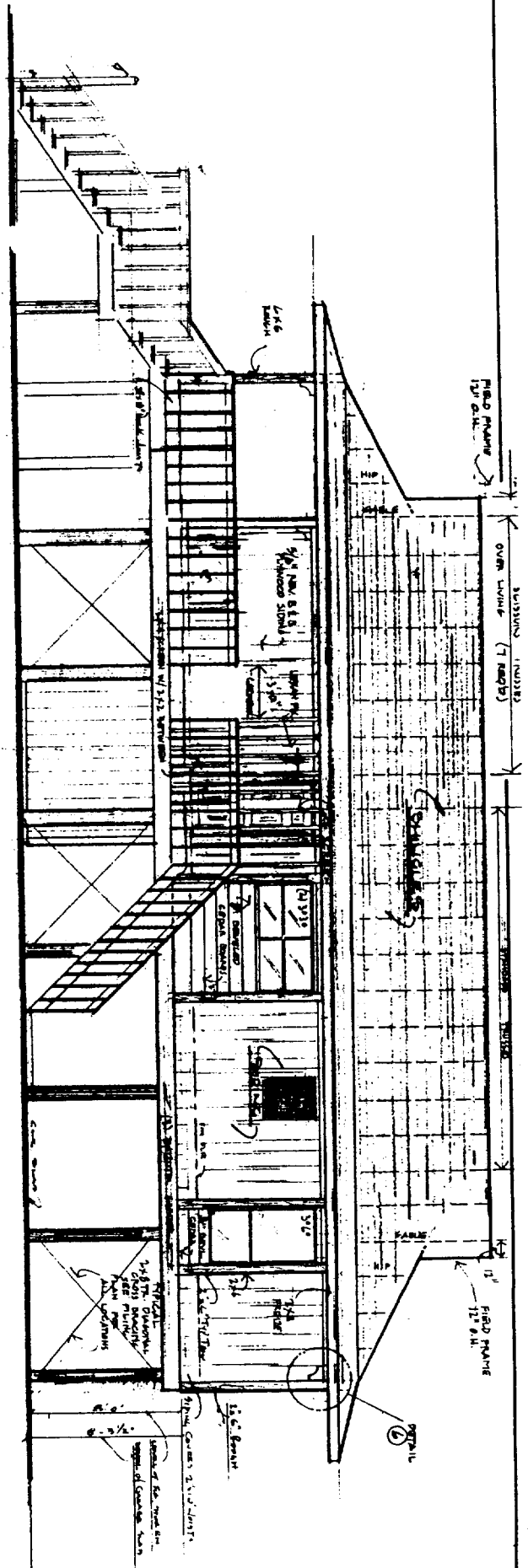
MADE IN U.S.A.



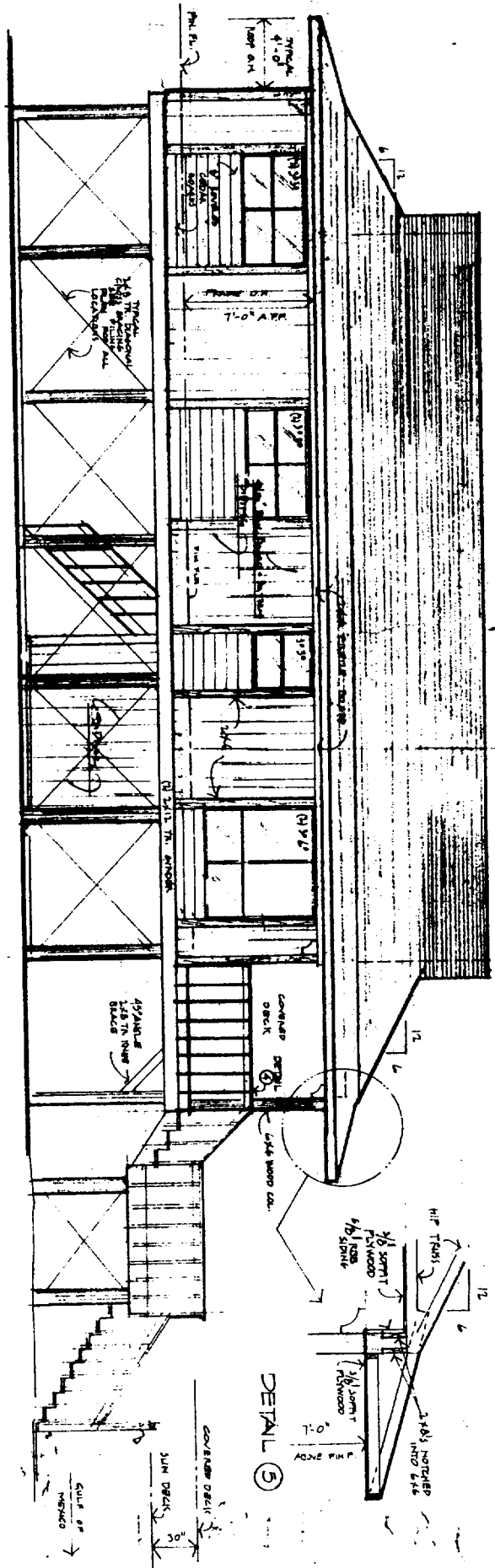


PAINE'S CONSTRUCTION & DESIGN

EXHIBIT B PAGE 3 of 5 Instrument 584122 Page 30 of 32



EAST SIDE ELEVATION - WEST UNIT
SCALE 1/8" = 1'-0"



WEST SIDE ELEVATION - WEST UNIT
SCALE 1/8" = 1'-0"

DETAIL 5

KAINES CONSTRUCTION & DESIGN			
GENERAL NOTES:			
1. Material	2. Material	3. Material	4. Material
5. Material	6. Material	7. Material	8. Material
9. Material	10. Material	11. Material	12. Material
13. Material	14. Material	15. Material	16. Material
17. Material	18. Material	19. Material	20. Material
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49. Material	50. Material	51. Material	52. Material
53. Material	54. Material	55. Material	56. Material
57. Material	58. Material	59. Material	60. Material
61. Material	62. Material	63. Material	64. Material
65. Material	66. Material	67. Material	68. Material
69. Material	70. Material	71. Material	72. Material
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77. Material	78. Material	79. Material	80. Material
81. Material	82. Material	83. Material	84. Material
85. Material	86. Material	87. Material	88. Material
89. Material	90. Material	91. Material	92. Material
93. Material	94. Material	95. Material	96. Material
97. Material	98. Material	99. Material	100. Material

